

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

COMMERCIAL GENERAL LIABILITY  
CG 21 60 09 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – YEAR 2000 COMPUTER-RELATED AND  
OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including micro-processors;
- (b) Computer application software;
- (c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **EXCLUSION — LEAD**

This endorsement modifies the insurance under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of Coverage A — Bodily Injury and Property Damage Liability (Section I — Coverages) and Paragraph 2., Exclusions of Coverage B — Personal and Advertising Injury Liability (Section I — Coverages).

This insurance does not apply to:

1. “Bodily injury,” “property damage,” or “personal injury and advertising injury” arising out of actual, alleged or threatened ingestion, inhalation, absorption of, exposure to, or presence of lead.
2. Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, abate, remove, monitor, clean up, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, abating, cleaning up, removing, containing, treating, monitoring, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

Lead means lead in any form, whether in combination with, an ingredient of, or as a component of any substance or material.

All other terms, conditions, exclusions and provisions of the policy apply.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

Businessowners Liability Coverage Form  
Commercial General Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

The policy does not apply to "bodily injury," "personal injury" (or "personal and advertising injury" if defined as such in your policy) or "property damage" (including any associated clean-up obligations) arising out of the installation, existence, removal, or disposal of asbestos or any substance containing asbestos fibers.

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### **CERTIFICATION**

I, Thomas C. O'Connell, Underwriting Manager, EMC Property & Casualty Company, do hereby certify that the foregoing to which this certificate is attached is a true and correct copy of Policy 2K0 72 42--03 with amendments, which policy was issued January 1, 2002 to Arnberg and Allen Construction, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July, 2005.

EMC PROPERTY & CASUALTY COMPANY  
By: Thomas O'Connell  
Underwriting Manager

cf



EMC PROPERTY & CASUALTY COMPANY

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*  
\* POLICY NUMBER \*  
\* 2 K 0 - 7 2 - 4 2 ---03 \*  
\*-----\*

N A M E D I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

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T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .  
P L E A S E R E A D I T C A R E F U L L Y .  
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\*-----\*  
\* ENDORSEMENT EFFECTIVE DATES: 11/25/02 TO 01/01/03 \*  
\*-----\*

IN CONSIDERATION OF THE RETURN PREMIUM SHOWN, IT IS HEREBY UNDERSTOOD AND  
AGREED THAT LOCATION 008 IS DELETED FROM THIS POLICY IN ACCORDANCE WITH THE  
ATTACHED SCHEDULE.

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RETURN PREMIUM: \$  
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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL  
DATE OF ISSUE: 01/15/03

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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PAGE 2

EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03  
EFF DATE: 01/01/02 EXP DATE: 01/01/03

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86)\*, CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)

Refer to prior distribution(s) for any forms not attached

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 01/15/03

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

055

MA

2K07242 0312



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 11/25/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS	ALL OTHER
RATE	ADVANCE PREM	RATE
ADVANCE PREM		
LOCATION 008	!	!
63010	!	!\$
DWELLINGS - ONE-FAMILY	!	!
(LESSOR'S RISK ONLY)	!	!
PREMIUM BASIS:	!	!
UNIT	!	!
EXPOSURE:	!	!
(SUBLINE	!	!

TOTAL PREMIUM FOR CHANGES

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 007 69 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

LOC 009 59 RIVERBIRCH CR.  
WETUMPKA, AL 36093

DATE OF ISSUE: 01/15/03 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0312



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E   E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

D I R E C T   B I L L

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .

\*-----\*

\* ENDORSEMENT EFFECTIVE DATES: 11/25/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS UNDERSTOOD AND AGREED THE  
FOLLOWING ADDITIONAL INSURED AND FORM CG2026 IS DELETED:

BUCK AND RIKI FRANKLIN  
90 HICKORY PLACE  
WETUMPKA, AL. 36093-3744

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ADDITIONAL PREMIUM:      \$

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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 12/27/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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PAGE 2

EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02

EXP DATE: 01/01/03

C H A N G E   E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86)\*, CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)\*

Refer to prior distribution(s) for any forms not attached

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 12/27/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NUMBER: 2K0-72-42---03  
EFF DATE: 11/25/02 EXP DATE: 01/01/03

GENERAL LIABILITY POLICY  
DECLARATIONS

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ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CG0001	10-01	COMMERCIAL GEN LIABILITY COV FORM	
CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE	
CG2010	10-01	AI-OWNERS, LESSEES OR CONTRACTORS..	
CG2011	01-96	AI-MANAGERS OR LESSORS OF PREMISES	
CG2134	01-87	EXCL-DESIGNATED WORK	
CG2147	07-98	EXCL-EMPLOYMENT RELATED PRACTICES	
CG2150	09-89	AMENDMENT/LIQUOR LIABILITY EXCLUSION	
CG2160	09-98	EXCL-Y2K COMPUTER/ELECTRONIC PROBLEM	
*CG7001A	01-86	GENERAL LIABILITY SCHEDULE	
CG7003	10-01	GL QUICK REFERENCE (OCCURRENCE)	
CG7185	08-99	EXCLUSION - LEAD	
CG7315	10-01	CONTINUOUS OR PROGRESS INJ/DMG EXCL	
CG7422	08-00	EXCL INJ/DAMAGE FROM EARTH MOVEMENT	
CG7471	03-00	EXCL-DAMAGE TO WORK PERFORMED-SUBCON	
CG8231	10-01	IMPORTANT NOTICE TO POLICYHOLDERS	
IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	04-98	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL7028	08-99	ASBESTOS EXCLUSION	
IL7050	09-90	AUTOMATIC TERMINATION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	

FORM(S) DELETED WITH THIS TRANSACTION:  
CG2026 11-85

DATE OF ISSUE: 12/27/02

FORM: IL7131A (ED. 04-01)



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 11/25/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !		ALL OTHER	
	! RATE	! ADVANCE PREM !	RATE	! ADVANCE PREM
LOCATION 008	!	!	!	!
63010	!	!		
DWELLINGS - ONE-FAMILY	!	!	!	!
(LESSOR'S RISK ONLY)	!	!	!	!
PREMIUM BASIS:	!	!	!	!
UNIT	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!

TOTAL PREMIUM FOR CHANGES \$

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE C PER CLAIM APPLIES UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 007 69 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

LOC 008 90 HICKORY PLACE  
WETUMPKA, AL 36093-3744

LOC 009 59 RIVERBIRCH CR.  
WETUMPKA, AL 36093

DATE OF ISSUE: 12/27/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0311



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E   E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

D I R E C T   B I L L

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .

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\* ENDORSEMENT EFFECTIVE DATES: 08/01/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS UNDERSTOOD AND AGREED  
LOCATION 9 ADDRESS IS AMENDED TO READ:

59 RIVERBIRCH CIRCLE  
WETUMPKA, AL. 36093

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ADDITIONAL PREMIUM:   \$                      1

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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 09/06/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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2K07242 0310





EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E   E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

 \*-----\*  
 \* POLICY NUMBER \*  
 \* 2 K 0 - 7 2 - 4 2 ---03 \*  
 \*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

 ARNBERG AND ALLEN  
 CONSTRUCTION, LLC  
 55 EMERALD MOUNTAIN EXPRESSWAY  
 WETUMPKA AL 36093-3200

 THOMPSON INSURANCE, INC.  
 3300 GATSBY LN  
 PO BOX 11408  
 MONTGOMERY AL 36111-0408

D I R E C T   B I L L

 AGENT: HS-0532-6  
 AGENT PHONE: 334-277-8970

 T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
 P L E A S E   R E A D   I T   C A R E F U L L Y .

 \*-----\*  
 \* ENDORSEMENT EFFECTIVE DATES: 08/01/02 TO 01/01/03 \*  
 \*-----\*

 IN CONSIDERATION OF THE ADDITIONAL PREMIUM SHOWN, IT IS UNDERSTOOD AND  
 AGREED LOCATION 009 IS ADDED IN ACCORDANCE WITH THE ATTACHED SCHEDULE.

 -----  
 ADDITIONAL PREMIUM:     \$  
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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 08/13/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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PAGE 2

EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02

EXP DATE: 01/01/03

C H A N G E   E N D O R S E M E N T  
C O N T I N U E D

## FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2026(11/85), CG2134(01/87), CG2147(07/98), CG2150(09/89),  
CG2160(09/98), CG7001A(01/86)\*, CG7003(10/01), CG7185(08/99),  
CG7315(10/01), CG7422(08/00), CG7471(03/00), CG8231(10/01),  
IL0017(11/98), IL0021(04/98), IL7028(08/99), IL7050(09/90),  
IL7131A(04/01)

Refer to prior distribution(s) for any forms not attached

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 08/13/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

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2K07242 0309



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 08/01/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !		ALL OTHER	
	! RATE	! ADVANCE PREM!	RATE	! ADVANCE PREM
LOCATION 009	!	!	!	!
63010	!	!		
DWELLINGS - ONE-FAMILY	!	!	!	!
(LESSOR'S RISK ONLY)	!	!	!	!
PREMIUM BASIS:	!	!	!	!
DWELLING	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!

TOTAL PREMIUM FOR CHANGES \$

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 007 69 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

LOC 008 90 HICKORY PLACE  
WETUMPKA, AL 36093-3744

LOC 009 1908 RIVERBIRCH CR.  
WETUMPKA, AL 36093

DATE OF ISSUE: 08/13/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0309



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E   E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

D I R E C T   B I L L

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .

\*-----\*

\* ENDORSEMENT EFFECTIVE DATES: 06/21/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF THE RETURN PREMIUM SHOWN, IT IS UNDERSTOOD AND AGREED  
THE FOLLOWING LOCATION IS DELETED.

LOC. 006 - 1245 EMERALD MOUNTAIN PKWY.  
WETUMPKA, AL. 36093

-----

RETURN PREMIUM:   \$

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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL  
DATE OF ISSUE: 07/02/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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2K07242 0308



PAGE 2

EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02

EXP DATE: 01/01/03

C H A N G E   E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2026(11/85), CG2134(01/87), CG2147(07/98), CG2150(09/89),  
CG2160(09/98), CG7001A(01/86), CG7003(10/01), CG7185(08/99),  
CG7315(10/01), CG7422(08/00), CG7471(03/00), CG8231(10/01),  
IL0017(11/98), IL0021(04/98), IL7028(08/99), IL7050(09/90),  
IL7131A(04/01)

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 07/02/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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2K07242 0308



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 06/21/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !		ALL OTHER	
	! RATE	! ADVANCE PREM!	RATE	! ADVANCE PREM
LOCATION 006	!	!	!	!
63010	!	!	!	!
DWELLINGS - ONE-FAMILY	!	!	!	!
(LESSOR'S RISK ONLY)	!	!	!	!
PREMIUM BASIS:	!	!	!	!
DWELLING	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!

TOTAL PREMIUM FOR CHANGES

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 007 69 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

LOC 008 90 HICKORY PLACE  
WETUMPKA, AL 36093-3744

DATE OF ISSUE: 07/02/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0308



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E    E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 --03 \*

\*-----\*

N A M E D    I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

D I R E C T   B I L L

AGENT: HS-0532-6

AGENT PHONE: 334-277-8970

T H I S    E N D O R S E M E N T    C H A N G E S    T H E    P O L I C Y .  
P L E A S E    R E A D    I T    C A R E F U L L Y .

\*-----\*

\* ENDORSEMENT EFFECTIVE DATES: 06/05/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF THE ADDITIONAL PREMIUM SHOWN, IT IS HEREBY UNDERSTOOD  
AND AGREED THAT LOCATION 008 AND THE FOLLOWING ADDITIONAL INSURED IS ADDED  
TO THIS POLICY IN ACCORDANCE WITH THE ATTACHED SCHEDULE AND FORM CG2026:

CG2026 - BUCK AND RIKI FRANKLIN  
90 HICKORY PLACE  
WETUMPKA, AL 36093-3744

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ADDITIONAL PREMIUM:    \$

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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/18/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02

EXP DATE: 01/01/03

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2026(11/85), CG2134(01/87), CG2147(07/98), CG2150(09/89),  
CG2160(09/98), CG7001A(01/86), CG7003(10/01), CG7185(08/99),  
CG7315(10/01), CG7422(08/00), CG7471(03/00), CG8231(10/01),  
IL0017(11/98), IL0021(04/98), IL7028(08/99), IL7050(09/90),  
IL7131A(04/01)

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/18/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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2K07242 0307





EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 06/05/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

G E N E R A L L I A B I L I T Y S C H E D U L E

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !	ALL OTHER
	! RATE ! ADVANCE PREM !	RATE ! ADVANCE PREM
LOCATION 008	!	!
63010	!	!
DWELLINGS - ONE-FAMILY	!	!
(LESSOR'S RISK ONLY)	!	!
PREMIUM BASIS:	!	!
UNIT	!	!
EXPOSURE:	!	!
(SUBLINE	!	!
ADDITIONAL INTEREST )	!	!
BUCK & RIKI FRANKLIN CG2026	!	!
DESIGNATED PERSON	!	!

TOTAL PREMIUM FOR CHANGES \$

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 006 1245 EMERAL MOUNTAIN PKWY.  
WETUMPKA, AL 36093

LOC 007 69 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

DATE OF ISSUE: 06/18/02 BPP

(CONTINUED)

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0307



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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 06/05/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE  
(CONTINUED)

LOC 008 90 HICKORY PLACE  
WETUMPKA, AL 36093-3744

DATE OF ISSUE: 06/18/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0307

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

**SEE POLICY DEC  
AND SCHEDULE**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E    E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

N A M E D    I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

T H I S    E N D O R S E M E N T    C H A N G E S    T H E    P O L I C Y .  
P L E A S E    R E A D    I T    C A R E F U L L Y .

\*-----\*

\* ENDORSEMENT EFFECTIVE DATES: 05/01/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF THE ADDITIONAL PREMIUM SHOWN, IT IS UNDERSTOOD AND  
AGREED LOCATION 7 IS ADDED IN ACCORDANCE WITH THE ATTACHED SCHEDULE.

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ADDITIONAL PREMIUM:    \$

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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/07/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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2K07242 0306



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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02 EXP DATE: 01/01/03

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86), CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/07/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

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2K07242 0306



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 05/01/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !		ALL OTHER	
	! RATE	! ADVANCE PREM!	RATE	! ADVANCE PREM
LOCATION 007	!	!	!	!
63010	!	!	!	!
DWELLINGS - ONE-FAMILY	!	!	!	!
(LESSOR'S RISK ONLY)	!	!	!	!
PREMIUM BASIS:	!	!	!	!
DWELLING	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!

TOTAL PREMIUM FOR CHANGES \$

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \_ER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 006 1245 EMERAL MOUNTAIN PKWY.  
WETUMPKA, AL 36093

LOC 007 69 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

DATE OF ISSUE: 06/07/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0306

EMC PROPERTY & CASUALTY COMPANY

C H A N G E   E N D O R S E M E N T

POLICY PERIOD:   FROM   01/01/02   TO   01/01/03

\*-----\*  
\*            POLICY NUMBER            \*  
\* 2 K 0 - 7 2 - 4 2 ---03 \*  
\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

-----  
ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

-----  
THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970  
-----

-----  
T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .  
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\*-----\*  
\* ENDORSEMENT EFFECTIVE DATES: 01/01/02 TO 02/14/02 \*  
\*-----\*

IN CONSIDERATION OF THE RETURN PREMIUM SHOWN, IT IS UNDERSTOOD AND AGREED  
CLASS 91580 IS DELETED AND EXPOSURE FOR CLASS 91340 AND CLASS 97047 IS  
DELETED IN ACCORDANCE WITH THE ATTACHED SCHEDULE.

-----  
RETURN PREMIUM:       \$  
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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/07/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

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2K07242 0305M



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E   E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

D I R E C T   B I L L

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .

\*-----\*

\* ENDORSEMENT EFFECTIVE DATES: 02/14/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF THE RETURN PREMIUM SHOWN, IT IS UNDERSTOOD AND AGREED  
CLASS 91580 IS DELETED AND EXPOSURE FOR CLASS 91340 AND CLASS 97047 IS  
AMENDED IN ACCORDANCE WITH THE ATTACHED SCHEDULE.

-----

RETURN PREMIUM:      \$

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AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/07/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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2K07242 0304





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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02

EXP DATE: 01/01/03

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86), CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 06/07/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

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2K07242 0304



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 02/14/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
LOCATION 001	!	!	!	!
91340	!	!	!	!
CARPENTRY - CONSTRUCTION OF	!	!	!	!
RESIDENTIAL PROPERTY NOT EXCEEDING	!	!	!	!
THREE STORIES IN HEIGHT	!	!	!	!
PREMIUM BASIS:	!	!	!	!
THOUSANDS OF PAYROLL	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR OTHER THAN	!	!	!	!
PROD/COMPL OPS	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR PROD/COMPL OPS	!	!	!	!
LOCATION 001	!	!	!	!
91580	!	!	!	!
CONTRACTORS - EXECUTIVE SUPERVISORS	!	!	!	!
OR EXECUTIVE SUPERINTENDENTS	!	!	!	!
(4)	!	!	!	!
PREMIUM BASIS:	!	!	!	!
THOUSANDS OF PAYROLL	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR OTHER THAN	!	!	!	!
PROD/COMPL OPS	!	!	!	!
LOCATION 001	!	!	!	!
97047	!	!	!	!
LANDSCAPE GARDENING (4)	!	!	!	!
PREMIUM BASIS:	!	!	!	!
THOUSANDS OF PAYROLL	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR OTHER THAN	!	!	!	!
PROD/COMPL OPS	!	!	!	!

DATE OF ISSUE: 06/07/02 BPP

(CONTINUED)

FORM CG7001A ED.01-86 BPP 02/07/02

055

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2K07242 0304



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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 02/14/02

POLICY NO: 2K0-72-42---03

EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE  
(CONTINUED)

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TOTAL PREMIUM FOR CHANGES \$  
-----

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
(3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
(4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
(5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
(6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 006 1245 EMERAL MOUNTAIN PKWY.  
WETUMPKA, AL 36093

DATE OF ISSUE: 06/07/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0304

EMC PROPERTY & CASUALTY COMPANY

C H A N G E   E N D O R S E M E N T

POLICY PERIOD:   FROM   01/01/02   TO   01/01/03

\*-----\*  
\*            POLICY NUMBER            \*  
\* 2 K 0 - 7 2 - 4 2 ---03 \*  
\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

-----  
ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

-----  
THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970  
-----

-----  
T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .  
-----

\*-----\*  
\*   ENDORSEMENT EFFECTIVE DATES: 02/14/02 TO 01/01/03   \*  
\*-----\*

IN CONSIDERATION OF THE ADDITIONAL PREMIUM SHOWN, IT IS UNDERSTOOD AND  
AGREED LOCATION 6 IS ADDED IN ACCORDANCE WITH THE ATTACHED SCHEDULE.

-----  
ADDITIONAL PREMIUM:       \$  
-----

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 03/19/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

BPP

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2K07242 0303



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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02

EXP DATE: 01/01/03

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86), CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 03/19/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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2K07242 0303



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 02/14/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !	ALL OTHER
	! RATE ! ADVANCE PREM !	RATE ! ADVANCE PREM
LOCATION 006	!	!
63010	!	!
DWELLINGS - ONE-FAMILY	!	!
(LESSOR'S RISK ONLY)	!	!
PREMIUM BASIS:	!	!
DWELLING	!	!
EXPOSURE:	!	!
(SUBLINE	!	!

TOTAL PREMIUM FOR CHANGES \$ . . . . . )

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

LOC 006 1245 EMERAL MOUNTAIN PKWY.  
WETUMPKA, AL 36093

DATE OF ISSUE: 03/19/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0303



EMC PROPERTY &amp; CASUALTY COMPANY

## C H A N G E   E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: HS-0532-6  
AGENT PHONE: 334-277-8970

T H I S   E N D O R S E M E N T   C H A N G E S   T H E   P O L I C Y .  
P L E A S E   R E A D   I T   C A R E F U L L Y .

\*-----\*

\* ENDORSEMENT EFFECTIVE DATES: 01/24/02 TO 01/01/03 \*

\*-----\*

IN CONSIDERATION OF THE RETURN PREMIUM SHOWN, IT IS UNDERSTOOD AND AGREED  
THE FOLLOWING LOCATION IS DELETED:

LOC.005 - 377 RIVERBIRCH CIRCLE  
WETUMPKA, AL. 36093

-----

RETURN PREMIUM:   \$

-----

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 02/27/02

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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2K07242 0302



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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NO: 2K0-72-42---03

EFF DATE: 01/01/02 EXP DATE: 01/01/03

C H A N G E E N D O R S E M E N T  
C O N T I N U E D

FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86), CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: BIRMINGHAM, AL

DATE OF ISSUE: 02/27/02

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

055

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2K07242 0302





EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 01/24/02

POLICY NO: 2K0-72-42---03  
EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !	ALL OTHER
	! RATE ! ADVANCE PREM !	! RATE ! ADVANCE PREM
LOCATION 005	!	!
63010	!	!\$
DWELLINGS - ONE-FAMILY	!	!
(LESSOR'S RISK ONLY)	!	!
PREMIUM BASIS:	!	!
DWELLING	!	!
EXPOSURE:	!	!
(SUBLINE	!	!
\$ DEDUCTIBLE APPLIES TO PD	!	!
PER CLAIM FOR OTHER THAN	!	!
PROD/COMPL OPS	!	!

TOTAL PREMIUM FOR CHANGES \$

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093

LOC 003 140 POST OAK  
WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116

DATE OF ISSUE: 02/27/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0302



EMC PROPERTY &amp; CASUALTY COMPANY

PRIOR POLICY: 2D0-72-42

## GENERAL LIABILITY DECLARATIONS

POLICY PERIOD: FROM 01/01/02 TO 01/01/03

\*-----\*

\* POLICY NUMBER \*

\* 2 K 0 - 7 2 - 4 2 ---03 \*

\*-----\*

NAMED INSURED:

PRODUCER:

ARNBERG AND ALLEN  
CONSTRUCTION, LLC  
55 EMERALD MOUNTAIN EXPRESSWAY  
WETUMPKA AL 36093-3200

THOMPSON INSURANCE, INC.  
3300 GATSBY LN  
PO BOX 11408  
MONTGOMERY AL 36111-0408

DIRECT BILL

AGENT: HS-0532-6

AGENT PHONE: 334-277-8970

INSURED IS: LLC

BUSINESS DESC: HOME BUILDER

## LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT

\$

DAMAGE TO PREMISES RENTED TO YOU LIMIT

\$

ANY ONE PREMISES

MEDICAL EXPENSE LIMIT

\$

ANY ONE PERSON

PERSONAL AND ADVERTISING INJURY LIMIT

\$

ANY ONE PERSON OR  
ORGANIZATION

GENERAL AGGREGATE LIMIT

\$

PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT

\$

## COVERAGES PROVIDED

## PREMIUM

PRODUCTS/COMPLETED OPERATIONS

\$

OTHER THAN PRODUCTS/COMPLETED OPERATIONS

\$

TOTAL ESTIMATED POLICY PREMIUM

\$

SEE ATTACHED SCHEDULE FOR LOCATION  
OF ALL PREMISES OWNED, RENTED OR OCCUPIED.

## FORMS APPLICABLE:

CG0001(10/01), CG0300(01/96), CG2010(10/01), CG2011(01/96),  
CG2134(01/87), CG2147(07/98), CG2150(09/89), CG2160(09/98),  
CG7001A(01/86), CG7003(10/01), CG7185(08/99), CG7315(10/01),  
CG7422(08/00), CG7471(03/00), CG8231(10/01), IL0017(11/98),  
IL0021(04/98), IL7028(08/99), IL7050(09/90), IL7131A(04/01)

AUDIT PERIOD: ANNUAL

DATE OF ISSUE: 02/08/02 BPP

FORM CG7000A ED. 08-99 BPP 02/07/02

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2K07242 0301



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG AND ALLEN

POLICY NUMBER: 2K0-72-42---03  
EFF DATE: 01/01/02 EXP DATE: 01/01/03

GENERAL LIABILITY POLICY  
DECLARATIONS

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CG0001	10-01	COMMERCIAL GEN LIABILITY COV FORM	
CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE	
CG2010	10-01	AI-OWNERS, LESSEES OR CONTRACTORS..	
CG2011	01-96	AI-MANAGERS OR LESSORS OF PREMISES	
CG2134	01-87	EXCL-DESIGNATED WORK	
CG2147	07-98	EXCL-EMPLOYMENT RELATED PRACTICES	
CG2150	09-89	AMENDMENT/LIQUOR LIABILITY EXCLUSION	
CG2160	09-98	EXCL-Y2K COMPUTER/ELECTRONIC PROBLEM	
CG7001A	01-86	GENERAL LIABILITY SCHEDULE	
CG7003	10-01	GL QUICK REFERENCE (OCCURRENCE)	
CG7185	08-99	EXCLUSION - LEAD	
CG7315	10-01	CONTINUOUS OR PROGRESS INJ/DMG EXCL	
CG7422	08-00	EXCL INJ/DAMAGE FROM EARTH MOVEMENT	
CG7471	03-00	EXCL-DAMAGE TO WORK PERFORMED-SUBCON	
CG8231	10-01	IMPORTANT NOTICE TO POLICYHOLDERS	
IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	04-98	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL7028	08-99	ASBESTOS EXCLUSION	
IL7050	09-90	AUTOMATIC TERMINATION	
IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	

DATE OF ISSUE: 02/08/02

FORM: IL7131A (ED. 04-01)

BPP

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2K07242 0301



EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 01/01/02

POLICY NO: 2K0-72-42---03

EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
LOCATION 001	!	!	!	!
87557	!	!	!	!
CONTRACTOR - SUBCONTRACTED WORK:	!	!	!	!
RATED AS INSURED SUBCONTRACTORS	!	!	!	!
PREMIUM BASIS:	!	!	!	!
THOUSANDS OF TOTAL COST	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!
ADDITIONAL INTEREST	!	!	!	!
CITY OF WETUMPKA	!	!	!	!
OWNERS, LESS, OR CONTR	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR OTHER THAN	!	!	!	!
PROD/COMPL OPS	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR PROD/COMPL OPS	!	!	!	!
87558	!	!	!	!
CONTRACTOR - SUBCONTRACTED WORK:	!	!	!	!
RATED AS UNINSURED SUBCONTRACTORS	!	!	!	!
INCLUDING LABOR AND MATERIALS	!	!	!	!
PREMIUM BASIS:	!	!	!	!
THOUSANDS OF TOTAL COST	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR OTHER THAN	!	!	!	!
PROD/COMPL OPS	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR PROD/COMPL OPS	!	!	!	!
87559	!	!	!	!
CONTRACTOR - SUBCONTRACTED WORK:	!	!	!	!
RATED AS UNINSURED SUBCONTRACTORS	!	!	!	!
INCLUDING LABOR ONLY	!	!	!	!
PREMIUM BASIS:	!	!	!	!
THOUSANDS OF TOTAL COST	!	!	!	!
EXPOSURE:	!	!	!	!
(SUBLINE	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR OTHER THAN	!	!	!	!
PROD/COMPL OPS	!	!	!	!
DEDUCTIBLE APPLIES TO PD	!	!	!	!
PER CLAIM FOR PROD/COMPL OPS	!	!	!	!

DATE OF ISSUE: 02/08/02 BPP

(CONTINUED)

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0301



PAGE 2

EMC PROPERTY &amp; CASUALTY COMPANY

POLICY NO: 2K0-72-42---03

ARNBERG ALLEN CONST LL

EFF DATE: 01/01/02

EXP DATE: 01/01/03

GENERAL LIABILITY SCHEDULE  
(CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS	ALL OTHER
	RATE ADVANCE PREM	RATE ADVANCE PREM

91340

CARPENTRY - CONSTRUCTION OF  
RESIDENTIAL PROPERTY NOT EXCEEDING  
THREE STORIES IN HEIGHT

PREMIUM BASIS:

THOUSANDS OF PAYROLL

EXPOSURE:

(SUBLINE )

§ DEDUCTIBLE APPLIES TO PD

PER CLAIM FOR OTHER THAN

PROD/COMPL OPS

DEDUCTIBLE APPLIES TO PD

PER CLAIM FOR PROD/COMPL OPS

91580

CONTRACTORS - EXECUTIVE SUPERVISORS!  
OR EXECUTIVE SUPERINTENDENTS

(4)

PREMIUM BASIS:

THOUSANDS OF PAYROLL

EXPOSURE:

(SUBLINE

DEDUCTIBLE APPLIES TO PD

PER CLAIM FOR OTHER THAN

PROD/COMPL OPS

97047

LANDSCAPE GARDENING (4)

PREMIUM BASIS:

THOUSANDS OF PAYROLL

EXPOSURE:

(SUBLINE

§ DEDUCTIBLE APPLIES TO PD

PER CLAIM FOR OTHER THAN

PROD/COMPL OPS

LOCATION 002

46362

MODEL HOMES

PREMIUM BASIS:

DWELLING

EXPOSURE:

(SUBLINE

DATE OF ISSUE: 02/08/02 BPP

(CONTINUED)

FORM CG7001A ED.01-86 BPP

02/07/02

055

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2K07242 0301



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EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 01/01/02

POLICY NO: 2K0-72-42---03

EXP DATE: 01/01/03

G E N E R A L L I A B I L I T Y S C H E D U L E  
( C O N T I N U E D )-----  
TOTAL ESTIMATED POLICY PREMIUM \$ 12747.00  
-----

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

## RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
 WETUMPKA, AL 36092

LOC 002 15 MOUNTAIN VIEW DRIVE  
 WETUMPKA, AL 36093

LOC 003 140 POST OAK  
 WETUMPKA, AL 36093

LOC 004 5722 REDBARN ROAD  
 MONTGOMERY, AL 36116

LOC 005 377 RIVERBIRCH CIRCLE  
 WETUMPKA, AL 36093

DATE OF ISSUE: 02/08/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0301



PAGE 4

EMC PROPERTY & CASUALTY COMPANY  
ARNBERG ALLEN CONST LL

EFF DATE: 01/01/02

POLICY NO: 2K0-72-42---03

EXP DATE: 01/01/03

G E N E R A L   L I A B I L I T Y   S C H E D U L E  
( C O N T I N U E D )-----  
TOTAL ESTIMATED POLICY PREMIUM \$ 12747.00  
-----

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
 (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS  
 (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
 (5) PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS  
 OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
 (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF PER CLAIM APPLIES  
 UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

## RATED LOCATIONS:

LOC 001 55 EMERALD MOUNTAIN PKWY  
WETUMPKA, AL 36092LOC 002 15 MOUNTAIN VIEW DRIVE  
WETUMPKA, AL 36093LOC 003 140 POST OAK  
WETUMPKA, AL 36093LOC 004 5722 REDBARN ROAD  
MONTGOMERY, AL 36116LOC 005 377 RIVERBIRCH CIRCLE  
WETUMPKA, AL 36093

DATE OF ISSUE: 02/08/02 BPP

FORM CG7001A ED.01-86 BPP 02/07/02 055 MA 2K07242 0301

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION — INJURY OR DAMAGE FROM  
EARTH MOVEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," "personal injury" and "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising out of, caused by, resulting from, contributed to, aggravated by, or related to earthquake, landslide, mudflow, subsidence, settling, slipping, falling away, shrinking, expansion, caving in, shifting, eroding, rising, tilting or any other movement of land, earth or mud.



**GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - DAMAGE TO WORK PERFORMED BY  
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Exclusion I. of **Section I. – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**I. Damage To Your Work**

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

## IMPORTANT NOTICE TO POLICYHOLDERS

### BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made to your existing policy form(s) and endorsement(s). This notice does not reference every editorial change made in these forms and endorsements.

**PLEASE READ YOUR POLICY, AND THE ENDORSEMENTS ATTACHED TO YOUR POLICY, CAREFULLY.**

#### **INTERNET LIABILITY**

Internet Liability has been listed separately because the changes in these coverage forms result in broadening in coverage in certain respects and may, in certain states, result in a decrease in other respects. The impact of the changes in the revision is very difficult to quantify and may differ in different states.

#### **BROADENINGS OF COVERAGE**

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

- In CG 00 01 and CG 00 02 policies the definition of "coverage territory" is being expanded to include personal and advertising injury offenses that take place via the Internet or other electronic means of communication, limited to some extent by the location where the suit is filed.

#### **RESTRICTIONS IN COVERAGE**

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

**CG 00 09 10 01 – Owners And Contractors Protective Liability Coverage Form**

**CG 00 37 10 01 – Products/Completed Operations Liability Coverage Form (Occurrence Version)**

**CG 00 38 10 01 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)**

**CG 00 39 10 01 – Pollution Liability Coverage Form (Designated Sites)**

**CG 00 40 10 01 – Pollution Liability Limited Coverage Form (Designated Sites)**

**CG 00 42 10 01 – Underground Storage Tank Policy (Designated Tanks)**

- In most states, the question of whether electronic data is tangible has not been finally decided by the courts in the context of the prior policy language. In jurisdictions where such data is ruled not to be tangible property under prior forms, this change amounts to a reinforcement of current intent. We do not consider electronic data to be tangible, and therefore, do not consider damage to such data to be "property damage." However, to some, this change may be considered a decrease in coverage, if such property is held to be tangible under prior forms. For that reason, out of caution, we are listing it as a decrease. Also, the description of electronic data was added.

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

- These policies have been revised to exclude coverage for "personal and advertising injury" for web-site designers, Internet access and service providers (with an exception for mere placing of links, frames or borders) and electronic chatrooms or bulletin boards.

#### **CLARIFICATIONS IN COVERAGE**

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

- These policies have been clarified with respect to the definition of "personal and advertising injury" offenses such as slander, libel and invasion of privacy by specifically applying the word **publication** to include all types of publication, including those that are electronic.
- These policies have been clarified with respect to the definition of "advertisement" to include notices that are published via the Internet and other forms of electronic communication. Also a statement was included in the

definition specifying that the definition applies to advertising material only, when other material, as well as advertising, is put forth on a web-site.

- An exclusion was added to these policies to specifically reference the intellectual property rights of copyright, patent, trademark or trade secret. However, there is an exception to this exclusion for personal and advertising injury offenses of copyright, trade dress or slogan in an "advertisement."

### **BROADENINGS OF COVERAGE – COVERAGE FORMS**

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

- The Criminal Acts exclusion in these coverage forms is changed to permit coverage for the vicarious liability of other insureds who have no knowledge of a criminal act.
- Section II - Who Is An Insured in these coverage forms is broadened to include trusts as Named Insureds when designated in the policy Declarations.
- Section II - Who Is An Insured in these coverage forms is broadened to automatically include "volunteer workers" as insureds, but only while performing duties related to the conduct of the insured's business.

### **BROADENINGS OF COVERAGE - MULTISTATE ENDORSEMENTS**

**CG 04 36 10 01 – Limited Product Withdrawal Expense Endorsement**

- When attached to the Commercial General Liability or Products/Completed Operations Liability Coverage Forms, this new endorsement provides reimbursement for certain expenses incurred because of a product withdrawal due to a recall or tampering.

**CG 20 37 10 01 – Additional Insured - Owners, Lessees Or Contractors - Completed Operations**

- This endorsement provides a broadening of coverage by explicitly providing completed operations coverage for a specified additional insured.

**CG 22 62 10 01 – Underground Resources And Equipment Coverage**

- This endorsement provides a broadening of coverage by adding an exception to the "damage to property" exclusion with respect to the care, custody or control provision. Coverage will be provided for such liability arising out of property damage included in the "underground resources hazard" for those oil or gas producing or servicing classes of risks otherwise excluded by CG 22 57 Exclusion - Underground Resources And Equipment Endorsement.

**CG 22 96 10 01 – Limited Exclusion - Personal And Advertising Injury - Lawyers**

- This endorsement provides coverage for personal and advertising injury liability for lawyers when they perform activities that fall outside of a lawyer's professional services.

**CG 22 97 10 01 – Druggists - Broadened Coverage**

- The endorsement CG 22 97, is introduced for use in the states that permit broader pharmacists duties and responsibilities.

**CG 28 05 10 01 – Personal Injury Liability Endorsement**

- This endorsement provides broadening in coverage over its prior provisions, as there will now be coverage for vicarious liability of other insureds who have no knowledge of a criminal act.

**CG 31 15 10 01 – Construction Project Management Protective Liability Coverage**

- When attached to an OCP policy, this new endorsement provides vicarious liability to the owner, contractor, architect or engineer or construction manager arising out of the work of the named insured contractor with an exception for professional services. Also, employees of the Named Insured will be covered for acts or omissions in connection with the general supervision of the contractor's operations.

### **CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – COVERAGE FORMS**

- All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. Those latter changes to each individual coverage form are described below:

**CG 00 33 10 01 – Liquor Liability Coverage Form (Occurrence Version)**

**CG 00 34 10 01 – Liquor Liability Coverage Form (Claims-Made Version)**

**CG 00 37 10 01 – Products/Completed Operations Liability Coverage Form (Occurrence Version)**

**CG 00 38 10 01 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)**

- These policies are revised to clarify that international waters or airspace are included under "coverage territory" but only if an "injury" occurs in the course of travel or transportation between any two of the following: US (including its territories and possessions), Puerto Rico and Canada.

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 09 10 01 – Owners And Contractors Protective Liability Coverage Form**

**CG 00 33 10 01 – Liquor Liability Coverage Form (Occurrence Version)**

**CG 00 37 10 01 – Products/Completed Operations Liability Coverage Form (Occurrence Version)**

- These policies have been revised to incorporate the "known loss" provision directly into the Insuring Agreement. We are not introducing the known loss language in CG 00 35.

**CG 00 35 10 01 – Railroad Protective Liability Coverage Form**

- We are not incorporating the "known loss" provision into the Railroad Protective Liability Policy because railroad employees are covered under the application of Federal Employers Liability Act.

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

**CG 00 09 10 01 – Owners And Contractors Protective Liability Coverage Form**

**CG 00 33 10 01 – Liquor Liability Coverage Form (Occurrence Version)**

**CG 00 34 10 01 – Liquor Liability Coverage Form (Claims-Made Version)**

**CG 00 35 10 01 – Railroad Protective Liability Coverage Form**

**CG 00 37 10 01 – Products/Completed Operations Liability Coverage Form (Occurrence Version)**

**CG 00 38 10 01 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)**

**CG 00 39 10 01 – Pollution Liability Coverage Form (Designated Sites)**

**CG 00 40 10 01 – Pollution Liability Limited Coverage Form (Designated Sites)**

**CG 00 42 10 01 – Underground Storage Tank Policy (Designated Sites)**

- We are revising the Legal Action Against Us Condition in these policies to remove the phrase "obtained after an actual trial," as the definition of "suit" allows damages to be awarded through an arbitration or other alternative dispute resolution, so the judgment can be obtained without an actual trial.

**CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

**CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

- The Aircraft, Auto Or Watercraft exclusion in these policies is being revised to clarify the intent of this exclusion to apply even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured.

**CG 00 35 10 01 – Railroad Protective Liability Coverage Form**

- The Pollution exclusion in this coverage form is revised to clarify that coverage is not excluded for the insured whose liability arises out of the escape of fuels or lubricants from equipment used by contractors at their job site in connection with operations performed by such contractors.

#### **CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – ENDORSEMENTS**

**CG 20 10 10 01 – Additional Insured - Owners Lessees Or Contractors - Scheduled Person Or Organization**

**CG 20 33 10 01 – Additional Insured - Owners Lessees Or Contractors - Automatic Status When Required In Construction Agreement With You**

- We are revising these endorsements to clarify that completed operations coverage for an additional insured is excluded.

**CG 20 22 10 01 – Additional Insured - Church Members, Officers And Volunteer Workers**

- We are revising CG 20 22 to delete the reference to volunteer workers since the provisions relating to volunteer workers have been incorporated into the CGL. This doesn't decrease coverage because of the fact that, in the prior edition of the coverage form, coverage for volunteer workers was excluded.

**CG 20 35 Additional Insured – Grantor Of Licenses - Automatic Status When Required By Licensor**

**CG 20 36 Additional Insured – Grantor Of Licenses**

- These new endorsements will add a person or organization who grants licenses as an additional insured to the policy of a person or organization who makes and distributes products of that person or organization. CG 20 35 provides automatic status as an additional insured of grantors of licenses. CG 20 36 requires that the grantor of the license be named in the Schedule of the endorsement.

**CG 21 37 10 01 – Exclusion-Employees And Volunteer Workers As Insured (formerly Exclusion - Employees As Insureds)**

- We are revising this endorsement to clarify that volunteer workers as well as employees are excluded as insureds.

**CG 21 37 10 01 – Exclusion-Employees And Volunteer Workers As Insureds**

**CG 22 71 10 01 – Colleges Or Schools (Limited Form)**

**CG 22 72 10 01 – Colleges Or Schools**

- The Aircraft, Auto Or Watercraft exclusion in these policies is being revised to clarify that this exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured.

### **RESTRICTIONS IN COVERAGE – COVERAGE FORMS**

#### **CG 00 42 10 01 – Underground Storage Tank Policy Designated Tanks**

- This policy is revised to exclude coverage for corrective action costs due to willful noncompliance with any statute, law, or ordinance for corrective action measures in the event of an underground storage tank incident.

#### **CG 00 01 10 01 – Commercial General Liability Coverage Form (Occurrence Version)**

#### **CG 00 02 10 01 – Commercial General Liability Coverage Form (Claims-Made Version)**

#### **CG 00 09 10 01 – Owners And Contractors Protective Liability Coverage Form**

#### **CG 00 37 10 01 – Products/Completed Operations Liability Coverage Form (Occurrence Version)**

#### **CG 00 38 10 01 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)**

#### **CG 00 39 10 01 – Pollution Liability Coverage Form (Designated Sites)**

#### **CG 00 40 10 01 – Pollution Liability Limited Coverage Form (Designated Sites)**

#### **CG 00 42 10 01 – Underground Storage Tank Policy (Designated Tanks)**

- The Damage To Property exclusion in these policies is revised to clarify that expenses incurred for repairs, etc. made on the insured's own property for any reason, including to avoid injury to a third party, will not be covered.

### **RESTRICTIONS IN COVERAGE – ENDORSEMENTS**

#### **CG 21 66 10 01 – Exclusion-Volunteer Workers**

- When this endorsement is attached to a CGL, coverage is restricted by excluding volunteer workers as insureds from a CGL policy.

#### **CG 22 69 10 01 – Druggists**

- We are revising CG 22 69 to clarify that the types of pharmacist services that are not within the traditional duties of pharmacists like writing prescriptions, administering drugs and vaccinations, and performing blood tests are excluded.

#### **CG 22 94 10 01 – Exclusion-Damage To Work Performed By Subcontractors On Your Behalf**

#### **CG 22 95 10 01 – Exclusion-Damage To Work Performed By Subcontractors On Your Behalf – Designated Sites Or Operations**

- When these new endorsements are attached to a CGL, coverage is restricted by excluding defects in "your work" from a CGL policy, even for work performed by a subcontractor.

#### **CG 22 98 10 01 – Exclusion-Internet Service Providers And Internet Access Providers Errors And Omissions**

#### **CG 22 99 10 01 – Professional Liability Exclusion-Web-Site Designers**

- These endorsements are introduced to exclude coverage for injury or damage arising out of the rendering or failure to render Internet service, Internet access, web-site designer or consultant services, as these professional services are not contemplated in the CGL coverage form.

#### **CG 28 12 10 01 – Pesticide Or Herbicide Applicator Coverage**

- This endorsement is being revised to apply the exception to the exclusion to only paragraph 1(d) of exclusion j., so that the scope of coverage for pesticide or herbicide applicator should be the same under the OCP policy as it is under the CGL policy.



# **BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE EMC INSURANCE COMPANIES ENDORSEMENTS**

## **CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – ENDORSEMENTS**

**CG 7106 Exclusion - Athletic Activities**

**CG 7171.5 Municipality and Utility Total Pollution Exclusion**

**CG 7171.6 Garbage, Ash or Refuse Collectors Total Pollution Exclusion**

- Changes have been made to these endorsements to provide consistency with the changes made to the CGL coverage part where title headings were added to exclusions to clarify intent.

**CG 7101 Town Liability Endorsement**

**CG 7111 Employee Benefits Liability Coverage E**

**CG 7111.1 Employee Benefits Liability Coverage E - Michigan**

**CG 7111.2 Employee Benefits Liability Coverage E - Rhode Island**

**CG 7111.3 Employee Benefits Liability Coverage E - Iowa**

**CG 7111.4 Employee Benefits Liability Coverage E - Texas**

**CG 7117 Tort Liability of Governmental Subdivisions - Iowa**

**CG 7117.1 Tort Liability, Political Subdivisions - Minnesota**

**CG 7117.2 Government Structure & Administration Liability Exposure - Montana**

**CG 7117.11 Tort Liability of Governmental Subdivisions - Michigan**

**CG 7117.12 Limitations of Commencement of Actions and Proceedings and Procedures for Claims Against Governmental Units - Wisconsin**

**CG 7129 Additional Insured - Good Samaritans**

**CG 7141 Extended Property Damage Coverage**

**CG 7157 Extended Property Damage Coverage**

**CG 7159 Governmental Tort Claims Act - Oklahoma**

**CG 7171.6 Garbage, Ash or Refuse Collectors Total Pollution Exclusion**

**CG 7176 Broad Form Products Coverage**

**CG 7177 Political Subdivisions Tort Claims - Nebraska**

**CG 7190 Additional Insured - Club or Organization**

**CG 7191 Commercial General Liability Amendment**

**CG 7191.1 Commercial General Liability Amendment**

**CG 7191.2 Commercial General Liability Amendment**

**CG 7219 Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions**

**CG 7219.2 Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Minnesota**

**CG 7219.3 Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Michigan**

**CG 7219.4 Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Tennessee**

**CG 7219.5 Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Rhode Island**

**CG 7224 Truth in Lending & Leasing, & Title E & O - Boat Dealers**

**CG 7224.1 Truth in Lending & Leasing, & Title E & O - Boat Dealers - Michigan**

**CG 7224.2 Truth in Lending & Leasing, & Title E & O - Boat Dealers - Rhode Island**

**CG 7224.3 Truth in Lending & Leasing, & Title E & O - Boat Dealers - Tennessee**

**CG 7225 Boat Dealers' Insurance Agents E & O Liability Endorsement**

**CG 7225.1 Boat Dealers' Insurance Agents E & O Liability Endorsement - Michigan**

**CG 7225.2 Boat Dealers' Insurance Agents E & O Liability Endorsement - Rhode Island**

**CG 7231 Commercial General Liability Amendment - Indiana Municipalities**

**CG 7232 Mobile Home/Modular Home Dealers E & O Endorsement**

**CG 7235 Commercial General Liability Amendment - Iowa Municipalities**

**CG 7235.1 Commercial General Liability Amendment - Municipalities**

**CG 7239 Commercial General Liability Amendment - Alabama Municipalities**

**CG 7241 Commercial General Liability Amendment - Nebraska Municipalities and/or Rural Fire Depts.**

**CG 7243 Commercial General Liability Amendment – Municipalities and/or Volunteer Fire Depts. – Pennsylvania**

**CG 7244 Commercial General Liability Amendment - Colorado Municipalities**

**CG 7245 Commercial General Liability Amendment - Wyoming Municipalities**

**CG 7247 Commercial General Liability Amendment - Michigan Petroleum Marketers**

**CG 7255 Commercial General Liability Amendment - Montana Schools**

**CG 7256 Commercial General Liability Amendment - South Dakota Schools**

**CG 7257 Commercial General Liability Amendment - North Dakota Schools**

**CG 7258 Commercial General Liability Amendment - Idaho Schools**

CG 7259 Counseling Professional Liability Coverage F  
 CG 7259.1 Counseling Professional Liability Coverage F - Michigan  
 CG 7259.2 Counseling Professional Liability Coverage F - Rhode Island  
 CG 7259.3 Counseling Professional Liability Coverage F - Oklahoma  
 CG 7259.4 Counseling Professional Liability Coverage F - Nebraska  
 CG 7259.5 Counseling Professional Liability Coverage F - Illinois  
 CG 7260 Ohio - Employers Liability Coverage Endorsement  
 CG 7263 Cemetery Liability Coverage - Coverage K  
 CG 7263.1 Cemetery Liability Coverage - Coverage K - Michigan  
 CG 7264 Mobile Home & Travel Trailer Dealers' Insurance Agents E & O Endorsement  
 CG 7265 Minnesota Manufactured Housing Program Commercial General Liability Amendment  
 CG 7266 Commercial General Liability Amendment - Michigan Schools  
 CG 7269 Petroleum Marketers - Additional Insured - Automatic Status When Required in Written Agreement With You  
 CG 7270 Employers Liability Coverage Endorsement  
 CG 7274 Commercial General Liability Amendment - ABC Contractors  
 CG 7313 Commercial General Liability Amendment - Wisconsin Liquid Waste Haulers  
 CG 7400 Prior Acts Exclusion  
 CG 7404 Fire Departments  
 CG 7405 Commercial General Liability Amendment - Rural Telephone Cooperative Association  
 CG 7415 Iowa Association of Business and Industry - Commercial General Liability Amendment  
 CG 7416 Product Recall Expenses  
 CG 7417 Mobile Home Parks & Dealers - Additional Insured - Automatic Status When Required in Written Agreement With You  
 CG 7430 Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Wisconsin  
 CG 7431 Limited Exception For The Pollution Exclusion  
 CG 7440 Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Missouri  
 CG 7470 Mobile Home/Modular Home Dealers Commercial General Liability Amendment  
 CG 7491 Health Care Extension

- We have added or removed quotation marks within these endorsements in order to clarify what terms are defined within the CGL coverage part.

CG 7189 Commercial General Liability Amendment - Wisconsin Schools  
 CG 7191 Commercial General Liability Amendment  
 CG 7191.1 Commercial General Liability Amendment  
 CG 7191.2 Commercial General Liability Amendment  
 CG 7223 Boat Dealers - Commercial General Liability Amendment  
 CG 7223.1 Boat Dealers - Commercial General Liability Amendment - Minnesota  
 CG 7231 Commercial General Liability Amendment - Indiana Municipalities  
 CG 7239 Commercial General Liability Amendment - Alabama Municipalities  
 CG 7241 Commercial General Liability Amendment - Nebraska Municipalities and/or Rural Fire Depts.  
 CG 7242 Commercial General Liability Amendment - Nebraska Schools  
 CG 7255 Commercial General Liability Amendment - Montana Schools  
 CG 7256 Commercial General Liability Amendment - South Dakota Schools  
 CG 7257 Commercial General Liability Amendment - North Dakota Schools  
 CG 7258 Commercial General Liability Amendment - Idaho Schools  
 CG 7265 Minnesota Manufactured Housing Program Commercial General Liability Amendment  
 CG 7266 Commercial General Liability Amendment - Michigan Schools  
 CG 7282 Commercial General Liability Amendment - Minnesota Schools  
 CG 7404 Fire Departments  
 CG 7405 Commercial General Liability Amendment - Rural Telephone Cooperative Association  
 CG 7415 Iowa Association of Business and Industry - Commercial General Liability Amendment  
 CG 7470 Mobile Home/Modular Home Dealers Commercial General Liability Amendment

- We are revising these endorsements to delete the reference to volunteer workers since the provisions relating to volunteer workers have been incorporated into the CGL coverage part. This doesn't decrease coverage because of the fact that, in the prior edition of the coverage part, coverage for volunteer workers was excluded.

CG 7105 Extension of Who Is An Insured  
 CG 7129 Additional Insured - Good Samaritans  
 CG 7140 Coverage for Injury to Co-Employees and/or Your Other Volunteer Workers  
 CG 7190 Additional Insured - Club or Organization

CG 7198	Extension of Who Is An Insured - Minnesota
CG 7228	Sexual Abuse or Sexual Molestation Liability
CG 7231	Commercial General Liability Amendment - Indiana Municipalities
CG 7233	Coverage for Injury to Co-Employees and/or Your Other Volunteer Workers
CG 7233.1	Coverage for Injury to Co-Employees and/or Your Other Volunteer Workers
CG 7236	Additional Insured - Association or Organization
CG 7239	Commercial General Liability Amendment - Alabama Municipalities
CG 7241	Commercial General Liability Amendment - Nebraska Municipalities and/or Rural Fire Depts.
CG 7242	Commercial General Liability Amendment - Nebraska Schools
CG 7243	Commercial General Liability Amendment - Municipal/Fire Depts - Pennsylvania
CG 7247	Commercial General Liability Amendment - Michigan Petroleum Marketers
CG 7263	Cemetery Liability Coverage - Coverage K
CG 7263.1	Cemetery Liability Coverage - Coverage K - Michigan
CG 7274	Commercial General Liability Amendment - ABC Contractors
CG 7311	Extension of Who Is An Insured - Kansas Schools & Community Colleges
CG 7405	Commercial General Liability Amendment - Rural Telephone Cooperative Association
CG 7415	Iowa Association of Business and Industry - Commercial General Liability Amendment
CG 7430	Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Wisconsin
CG 7440	Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Missouri
CG 7455	Commercial General Liability Amendment - Printers
CG 7491	Health Care Extension
CG 7492	Extension of Who Is An Insured
CG 7497	Exclusion - Services Furnished by Health Care Providers With Exception for Emergency Medical Services
CG 7498	Exclusion - Services Furnished by Health Care Providers With Exception for Emergency Medical Services

- These endorsements have been revised to reflect that volunteer workers have been incorporated into the CGL coverage part under Section II – Who is an Insured and as a defined term.

CG 7183	Extension of Personal and Advertising Injury Liability
CG 7189	Commercial General Liability Amendment - Wisconsin Schools
CG 7191	Commercial General Liability Amendment
CG 7191.1	Commercial General Liability Amendment
CG 7191.2	Commercial General Liability Amendment
CG 7221	Financial Institutions Pollution Exclusion
CG 7225	Boat Dealers' Insurance Agents E & O Liability Endorsement
CG 7225.1	Boat Dealers' Insurance Agents E & O Liability Endorsement - Michigan
CG 7225.2	Boat Dealers' Insurance Agents E & O Liability Endorsement - Rhode Island
CG 7231	Commercial General Liability Amendment - Indiana Municipalities
CG 7235.1	Commercial General Liability Amendment - Municipalities
CG 7239	Commercial General Liability Amendment - Alabama Municipalities
CG 7241	Commercial General Liability Amendment - Nebraska Municipalities and/or Rural Fire Depts.
CG 7242	Commercial General Liability Amendment - Nebraska Schools
CG 7243	Commercial General Liability Amendment - Municipalities and/or Vol. Fire Depts. - Pennsylvania
CG 7244	Commercial General Liability Amendment - Colorado Municipalities
CG 7245	Commercial General Liability Amendment - Wyoming Municipalities
CG 7247	Commercial General Liability Amendment - Michigan Petroleum Marketers
CG 7255	Commercial General Liability Amendment - Montana Schools
CG 7256	Commercial General Liability Amendment - South Dakota Schools
CG 7257	Commercial General Liability Amendment - North Dakota Schools
CG 7258	Commercial General Liability Amendment - Idaho Schools
CG 7259	Counseling Professional Liability Coverage F
CG 7259.1	Counseling Professional Liability Coverage F - Michigan
CG 7259.2	Counseling Professional Liability Coverage F - Rhode Island
CG 7259.3	Counseling Professional Liability Coverage F - Oklahoma
CG 7259.4	Counseling Professional Liability Coverage F - Nebraska
CG 7259.5	Counseling Professional Liability Coverage F - Illinois
CG 7261	Printers E & O Liability Coverage
CG 7263	Cemetery Liability Coverage - Coverage K
CG 7263.1	Cemetery Liability Coverage - Coverage K - Michigan
CG 7264	Mobile Home & Travel Trailer Dealers' Insurance Agents E & O Endorsement



CG 7265	Minnesota Manufactured Housing Program Commercial General Liability Amendment
CG 7266	Commercial General Liability Amendment - Michigan Schools
CG 7267	Inspection Liability - Liquid Waste Haulers
CG 7274	Commercial General Liability Amendment - ABC Contractors
CG 7282	Commercial General Liability Amendment - Minnesota Schools
CG 7313	Commercial General Liability Amendment - Wisconsin Liquid Waste Haulers
CG 7315	Continuous or Progressive Injury or Damage Exclusion
CG 7315.1	Continuous or Progressive Injury or Damage Exclusion - Kansas
CG 7404	Fire Departments
CG 7415	Iowa Association of Business and Industry - Commercial General Liability Amendment
CG 7416	Product Recall Expenses
CG 7417	Mobile Home Parks & Dealers - Additional Insured - Automatic Status When Required in Written Agreement With You
CG 7430	Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Wisconsin
CG 7440	Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Missouri
CG 7455	Commercial General Liability Amendment - Printers

- These endorsements have been revised to reflect the renumbering or re-lettering of several provisions, (Who is an Insured, Personal and Advertising Injury, Exclusions and Definitions) of the CGL coverage part.

CG 7140	Coverage for Injury to Co-Employees and/or Your other Volunteer Workers
CG 7198	Extension of Who Is An Insured - Minnesota
CG 7219.2	Truth In Lending & Leasing & Odometer Statute E & O - Financial Institutions - Minnesota
CG 7233	Coverage For Injury to Co - Employees and/or Your other Volunteer Workers
CG 7233.1	Coverage For Injury to Co - Employees and/or Your other Volunteer Workers
CG 7474	Amendment Of Conditions - Transfer Of Rights Of Recovery Against Others To Us
CG 7492	Extension Of Who Is An Insured

- The titles of these forms were changed to clarify coverage intent.

CG 7223	Boat Dealers - Commercial General Liability Amendment
CG 7231	Commercial General Liability Amendment - Indiana Municipalities
CG 7235.1	Commercial General Liability Amendment - Municipalities
CG 7239	Commercial General Liability Amendment - Alabama Municipalities
CG 7241	Commercial General Liability Amendment - Nebraska Municipalities and/or Rural Fire Depts.
CG 7242	Commercial General Liability Amendment - Nebraska Schools
CG 7243	Commercial General Liability Amendment - Municipalities and/or Vol. Fire Depts. - Pennsylvania
CG 7244	Commercial General Liability Amendment - Colorado Municipalities
CG 7245	Commercial General Liability Amendment - Wyoming Municipalities
CG 7247	Commercial General Liability Amendment - Michigan Petroleum Marketers
CG 7255	Commercial General Liability Amendment - Montana Schools
CG 7256	Commercial General Liability Amendment - South Dakota Schools
CG 7257	Commercial General Liability Amendment - North Dakota Schools
CG 7258	Commercial General Liability Amendment - Idaho Schools
CG 7266	Commercial General Liability Amendment - Michigan Schools
CG 7274	Commercial General Liability Amendment - ABC Contractors
CG 7282	Commercial General Liability Amendment - Minnesota Schools
CG 7313	Commercial General Liability Amendment - Wisconsin Liquid Waste Haulers
CG 7405	Commercial General Liability Amendment - Rural Telephone Cooperative Association
CG 7415	Iowa Association of Business and Industry - Commercial General Liability Amendment
CG 7430	Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Wisconsin
CG 7440	Commercial General Liability Amendment Municipalities/Volunteer Fire Departments - Missouri
CG 7455	Commercial General Liability Amendment - Printers
CG 7470	Mobile Home/Modular Home Dealers Commercial General Liability Amendment

- We have amended these endorsements to clarify coverage intent under Unintentional Failure to Disclose Exposures by adding the additional wording, this provision does not apply to any known injury which is excluded under any other provision of this policy.

CG 7141	Extended Property Damage Coverage
CG 7157	Extended Property Damage Coverage
CG 7184	Blanket Additional Insured - Real Property Leases
CG 7228	Sexual Abuse or Sexual Molestation Liability
CG 7233.1	Coverage for Injury to Co-Employees and/or Your Other Volunteer Workers
CG 7242	Commercial General Liability Amendment - Nebraska Schools

**CG 7269**      **Petroleum Marketers - Additional Insured - Automatic Status When Required in Written Agreement With You**  
**CG 7274**      **Commercial General Liability Amendment - ABC Contractors**  
**CG 7416**      **Product Recall Expenses**  
**CG 7417**      **Mobile Home Parks & Dealers - Additional Insured - Automatic Status When Required in Written Agreement With You**

- Various editorial changes have been made to these endorsements to make the language consistent with the CGL coverage part and to format for improved readability.

**CG 7141**      **Extended Property Damage Coverage**  
**CG 7157**      **Extended Property Damage Coverage**

- The Damage To Property exclusion in these policies is revised to clarify that expenses incurred for repairs, etc. made on the insured's own property for any reason, including to avoid injury to a third party, will not be covered.

**CG 7183**      **Extension of Personal and Advertising Injury Liability**  
**CG 7189**      **Commercial General Liability Amendment - Wisconsin Schools**  
**CG 7242**      **Commercial General Liability Amendment - Nebraska Schools**  
**CG 7255**      **Commercial General Liability Amendment - Montana Schools**  
**CG 7256**      **Commercial General Liability Amendment - South Dakota Schools**  
**CG 7257**      **Commercial General Liability Amendment - North Dakota Schools**  
**CG 7258**      **Commercial General Liability Amendment - Idaho Schools**  
**CG 7282**      **Commercial General Liability Amendment - Minnesota Schools**

- This endorsement has been modified with respect to the deletion of exclusions 2 (e) and 2 (j)(1) by clarifying our intention that these exclusions will not apply to your educational institutional operations.

**CG 7198**      **Extension of Who Is An Insured - Minnesota**

- We have modified this endorsement by clarifying that the exclusion pertaining to bodily injury or personal and advertising injuring arising out of his or her providing or failure to provide professional health services does not apply to "emergency medical services" if such separate endorsement has been attached to the coverage part.

**CG 7219.2**      **Truth In Lending & Leasing & Odometer Statute E & O - Financial Institutions - Minnesota**

- Under Coverages we revised the endorsement to clarify our right and duty to defend the insured against any suit asking for damages but the duty to defend is restricted to coverages under this endorsement.

**CG 7475**      **School Liability Endorsement**  
**CG 7503**      **Community Colleges Liability**

- The Aircraft, Auto or Watercraft exclusion in these policies is being revised to clarify the intent of this exclusion to apply even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of other by an insured.

#### **BROADENINGS OF COVERAGE – ENDORSEMENTS**

**CG 7111**      **Employee Benefits Liability Coverage E**  
**CG 7111.1**      **Employee Benefits Liability Coverage E - Michigan**  
**CG 7111.2**      **Employee Benefits Liability Coverage E - Rhode Island**  
**CG 7111.3**      **Employee Benefits Liability Coverage E - Iowa**  
**CG 7111.4**      **Employee Benefits Liability Coverage E – Texas**  
**CG 7191**      **Commercial General Liability Amendment**  
**CG 7191.1**      **Commercial General Liability Amendment**  
**CG 7191.2**      **Commercial General Liability Amendment**  
**CG 7219**      **Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions**  
**CG 7219.2**      **Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Minnesota**  
**CG 7219.3**      **Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Michigan**  
**CG 7219.4**      **Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Tennessee**  
**CG 7219.5**      **Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Rhode Island**  
**CG 7220**      **Stop Payment Legal Liability**  
**CG 7220.3**      **Stop Payment Legal Liability**  
**CG 7220.4**      **Stop Payment Legal Liability - Rhode Island**  
**CG 7223**      **Boat Dealers - Commercial General Liability Amendment**  
**CG 7223.1**      **Boat Dealers - Commercial General Liability Amendment - Minnesota**  
**CG 7224**      **Truth in Lending & Leasing & Title E & O - Boat Dealers**  
**CG 7224.1**      **Truth in Lending & Leasing & Title E & O - Boat Dealers - Michigan**

CG 7224.2 Truth in Lending & Leasing & Title E & O - Boat Dealers - Rhode Island  
 CG 7224.3 Truth in Lending & Leasing & Title E & O - Boat Dealers - Tennessee  
 CG 7225 Boat Dealers' Insurance Agents E & O Liability Endorsement  
 CG 7225.1 Boat Dealers' Insurance Agents E & O Liability Endorsement - Michigan  
 CG 7225.2 Boat Dealers' Insurance Agents E & O Liability Endorsement - Rhode Island  
 CG 7228 Sexual Abuse or Sexual Molestation Liability  
 CG 7232 Mobile Home/Modular Home Dealers E & O Endorsement  
 CG 7259 Counseling Professional Liability Coverage F  
 CG 7259.1 Counseling Professional Liability Coverage F - Michigan  
 CG 7259.2 Counseling Professional Liability Coverage F - Rhode Island  
 CG 7259.3 Counseling Professional Liability Coverage F - Oklahoma  
 CG 7259.4 Counseling Professional Liability Coverage F - Nebraska  
 CG 7259.5 Counseling Professional Liability Coverage F - Illinois  
 CG 7260 Ohio Employers Liability Coverage Endorsement  
 CG 7263 Cemetery Liability Coverage - Coverage K  
 CG 7263.1 Cemetery Liability Coverage - Coverage K - Michigan  
 CG 7264 Mobile Home & Travel Trailer Dealers' Insurance Agents E & O Endorsement  
 CG 7265 Minnesota Manufactured Housing Program Commercial General Liability Amendment  
 CG 7270 Employers Liability Coverage Endorsement  
 CG 7416 Product Recall Expenses  
 CG 7470 Mobile Home/Modular Home Dealers Commercial General Liability Amendment

- These endorsements were amended to reflect the change made to Section II - Who Is An Insured in the CGL coverage part where a named insured is broadened to include trusts as Named Insureds when designated in the policy Declarations.

CG 7219.2 Truth in Lending & Leasing & Odometer Statute E & O - Financial Institutions - Minnesota  
 CG 7228 Sexual Abuse or Sexual Molestation Liability  
 CG 7260 Ohio Employers Liability Coverage Endorsement

- These endorsements were amended to reflect the change made to Section II - Who Is An Insured in the CGL coverage part where a named insured is broadened to include a limited liability company as a Named Insured when designated in the policy Declarations.

CG 7111 Employee Benefits Liability Coverage E  
 CG 7111.1 Employee Benefits Liability Coverage E - Michigan  
 CG 7111.2 Employee Benefits Liability Coverage E - Rhode Island  
 CG 7111.3 Employee Benefits Liability Coverage E - Iowa  
 CG 7111.4 Employee Benefits Liability Coverage E - Texas  
 CG 7220 Stop Payment Legal Liability  
 CG 7220.3 Stop Payment Legal Liability  
 CG 7220.4 Stop Payment Legal Liability - Rhode Island

- We have amended these endorsements to increase the available limits of actual loss of earnings up to \$250 a day, from \$100, as provided in the Supplementary Payments provision.

**QUICK REFERENCE****COMMERCIAL GENERAL LIABILITY COVERAGE PART****OCCURRENCE COVERAGE****READ YOUR POLICY CAREFULLY****DECLARATIONS PAGES**

Named Insured and Mailing Address  
 Policy Period  
 Description of Business and Location  
 Coverages and Limits of Insurance

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**ENDORSEMENTS (If Any)**

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.



- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or

for.  
(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.



Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**COVERAGE C MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while taking part in athletics.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.



**SECTION II – WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

**(2) "Property damage" to property:**

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights-against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".



3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;
  - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- Equipment designed primarily for:
    - Snow removal;
    - Road maintenance, but not construction or resurfacing; or
    - Street cleaning;
  - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - The use of another's advertising idea in your "advertisement"; or
  - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Coverage**

Bodily Injury Liability

OR

Property Damage Liability

OR

Bodily Injury Liability and/or

Property Damage Liability Combined

**Amount and Basis of Deductible**  
**PER CLAIM or PER OCCURRENCE**

\$

\$

\$

\$

\$

\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**SEE POLICY DEC  
AND SCHEDULE**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 11 01 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION-DESIGNATED WORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of your work:**

See Description Below

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" shown in the Schedule.

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings coatings caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure in an "exterior insulation and finish system" is used on any part of that structure.

This exclusion applies to "your work" described in Paragraph 1. or Paragraph 2. above performed by you or on your behalf.

For the purposes of this endorsement, an "exterior insulation and finish system: means an exterior cladding or finish system used on any part of any structure and consisting of:

- (a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials, and
- (b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate, and
- (c) a reinforced base coat, and
- (d) a finish coat providing surface texture and color.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – YEAR 2000 COMPUTER-RELATED AND  
OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including micro-processors;
- (b) Computer application software;
- (c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION — LEAD**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of Coverage A — Bodily Injury and Property Damage Liability (Section I — Coverages) and Paragraph 2., Exclusions of Coverage B — Personal and Advertising Injury Liability (Section I — Coverages).

This insurance does not apply to:

1. "Bodily injury," "property damage," or "personal injury and advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to, or presence of lead at any time.
2. Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, abate, remove, monitor, clean up, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, abating, cleaning up, removing, containing, treating, monitoring, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

Lead means lead in any form, whether in combination with, an ingredient of, or as a component of any substance or material.

All other terms, conditions, exclusions and provisions of the policy apply.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

**A. Section I – Coverages, Subparagraph 2. Exclusions, of Coverage A – Bodily Injury Property Damage Liability** is amended to add the following:

**p. Exclusion for “Bodily Injury” or “Property Damage” Which Commences Prior to Inception of Policy**

This insurance does not apply to any “bodily injury” or “property damage” which was in progress as of the inception date of this policy or which commenced, or which is alleged to have occurred, prior to the inception or effective date of this policy, whether such “bodily injury” or “property damage” is known, unknown or should have been known by any “insured.” We have no duty to defend any “suit” or claim alleging such “bodily injury” or “property damage.”

This exclusion applies regardless of whether any “bodily injury” or “property damage” which commenced prior to the inception or effective date of this policy or which is, or is alleged to be occurring as of the inception of this policy, continues or progressively deteriorates during or after this policy period.

**B. For the purposes of this endorsement only, the following Definitions have been added or modified as indicated below:**

**1. Section V – Definitions, Subparagraph 9.f. of “Insured Contract”** is amended by adding the following:

**(4)** That provides indemnity and/or defense of any person or organization for their sole negligence or regardless of fault.

**2. Section V – Definitions, Subparagraph 13.** is deleted and replaced by the following:

**13.** “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. However, this definition does not include any occurrence which commenced prior to the effective date of this policy.

**3. Section V – Definitions,** is amended by adding the following:

“Insured” means any person or organization qualifying as an insured under **Section II — Who Is An Insured** in the Coverage Part along with any additional named insureds and/or additional insureds whether by endorsement, under an “insured contract” or otherwise and all other parties seeking insured status.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



INTERLINE  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

Businessowners Liability Coverage Form  
Commercial General Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

The policy does not apply to "bodily injury," "personal injury" (or "personal and advertising injury" if defined as such in your policy) or "property damage" (including any associated clean-up obligations) arising out of the installation, existence, removal, or disposal of asbestos or any substance containing asbestos fibers.

COMMERCIAL INTERLINE

## **AUTOMATIC TERMINATION ENDORSEMENT**

The billing statement for this policy has been sent directly to you for payment. Failure to pay the required premium amount by the due date means that you have not accepted our offer of coverage and this policy will cease as of the effective date.